

<b>REQUEST FOR QUOTATIONS</b> <b>(THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE    OF PAGES 1                      43	
1. REQUEST NO. W912WJ-05-Q-0101	2. DATE ISSUED 21-Mar-2005	3. REQUISITION/PURCHASE REQUEST NO. W13G86-5055-1206	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
			7. DELIVERY [ X ] FOB                                      [   ] OTHER DESTINATION                                      (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) NORMAN A KRAUSE                                      978-318-8833						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) <b>SEE SCHEDULE</b>			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date)    15-Apr-2005						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No.                      %	
<b>NOTE: Additional provisions and representations [   ] are [   ] are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SCOPE

FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM GROUNDS MAINTENANCE SERVICES AT THE NORTH SPRINGFIELD LAKE DAM AREA, THE UPPER CONNECTICUT RIVER BASIN OFFICE AND STOUGHTON POND RECREATION AREA, SPRINGFIELD, VERMONT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS (SEE SECTION C)

WAGE DETERMINATION NO. 94-2537 (REV. 27), DATED 1 MARCH 2005, ISSUED BY THE DEPARTMENT OF LABOR, IS ATTACHED AT THE END OF THE CONTRACT CLAUSES

ANY RESULTANT PURCHASE ORDER WILL BE SUBJECT TO THE ATTACHED CONTRACT CLAUSES

PERIOD OF SERVICE: ON OR ABOUT 10 MAY 2005 THROUGH 31 OCTOBER 2005

NOTE CLAUSE NO. 252.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION". AN AWARD CANNOT BE MADE TO A CONTRACTOR WHO IS NOT REGISTERED. INFORMATION ON HOW TO REGISTER IS INCLUDED IN THE BID PACKAGE. REGISTRATION CAN BE DONE VIA THE INTERNET AT <http://www.ccr.gov> OR BY TELEPHONE AT 1-888-227-2423

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NORTH SPRINGFIELD, 2005 FFP AREA 1 MOWING. MOW AND TRIM APPROXIMATELY THREE (3) ACRES OF GRASS WEEKLY PURCHASE REQUEST NUMBER: W13G86-5055-1206	25	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NORTH SPRINGFIELD, 2005 FFP AREA 1A MOWING, MOW APPROXIMATELY 1-1/2 ACRES OF GRASS, BOTH SIDES OF DIKELINE PURCHASE REQUEST NUMBER: W13G86-5055-1206	18	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NORTH SPRINGFIELD, 2005 FFP AREA 2 MOWING, MOW AND TRIM APPROXIMATELY 1/2 ACRE OF GRASS, WEEKLY, UPPER CONNECTICUT RIVER BASIN OFFICE AREA PURCHASE REQUEST NUMBER: W13G86-5055-1206	25	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NORTH SPRINGFIELD, 2005 FFP AREA 3 MOWING, MOW AND TRIM APPROXIMATELY TWO (2) ACRES OF GRASS, WEEKLY, STOUGHTON POND PURCHASE REQUEST NUMBER: W13G86-5055-1206	25	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NORTH SPRINGFIELD, 2005 FFP AREA 4 MOWING, MOW AND TRIM APPROXIMATELY ONE (1) ACRE, TWICE MONTHLY, STOUGHTON POND ENTRANCE AND PARKING LOT BANKS	13	Each		

PURCHASE REQUEST NUMBER: W13G86-5055-1206

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NET AMT

FOB: Destination

## Section C - Descriptions and Specifications

STATEMENT OF WORK

Grounds Maintenance Services – North Springfield Dam and Stoughton Pond

North Springfield Lake, Springfield, Vermont**A. GENERAL**

1. **Scope.** Provide all necessary labor, equipment, and materials (unless stated otherwise) to perform grounds maintenance at the North Springfield Lake Dam area, the Upper Connecticut River Basin office area, and Stoughton Pond recreation area in accordance with the schedule and the specifications as listed below. All work will be done to the satisfaction of the Project Manager.
2. **Estimated Quantities.** The quantities and schedule shown in the specifications are estimated amounts only and are not guaranteed. Weather and flood control operations are two factors, which may require an increase or decrease in the dates of or location of services performed under this contract.
3. **Pre-work Conference.** Upon award of the contract, the Contractor shall contact the Project Manager at (802) 886-2775 to arrange a pre-work conference. At this meeting, contract requirements will be discussed and any questions resolved.
4. **Safety.** Safety is an integral part of the Corps of Engineers service contracting program. Contractor will be required to comply with all safety provisions as outlined in Engineer Manual EM 385-1-1, incorporating all current appropriate modifications. A copy of the manual may be obtained using a charge card and calling (202) 783-3238 or it can be ordered from the U. S. Government Printing Office (GPO), Superintendent of Documents, Washington, D. C. 20402. Contractor will submit a comprehensive Accident Prevention Plan to include Job Hazard and/or Activity Hazard analysis for approval prior to commencement of work. Contractor will be required to hold weekly safety meetings with all employees performing services under this contract. Meetings will be documented on NED Form 251 (attached). Forms will be submitted to the Project Manager with billing invoices in accordance with payment schedules.
5. **Equipment Inspection.** The contractor, upon award of contract, will be required to make available, for suitability and safety compliance inspection, all equipment he proposes to use to perform services under this contract. Equipment will be made available for inspection by the Project Manager five (5) working days prior to commencement of services. Any additional equipment added during the course of this contract must also be inspected before being placed into use. Equipment not accepted will be repaired and/or replaced at the Contractor's expense.
6. **Dates.** Work period is from on or about 10 May 2005 (first mowing) to on or about 31 October 2005 (final mowing) and work shall be performed in accordance with the attached specifications.
7. **Inspection.** Upon the completion of each mowing cycle, the contractor will perform an inspection of all areas under this contract to insure compliance with specification. The Contractor or his representative must be able to commit manpower, equipment, and resources to correct deficiencies. The Contractor will document his work on the Ground Maintenance Service Inspection Form (attached). A Government representative will accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Inspection forms will be submitted to the Project Manager to allow verification of results for payment. Any deficiencies noted will be corrected within original contract timeframes or appropriate deductions in payment will be made.

8. General Criteria. All obstacles, barriers, border (i.e., debris barrier, buildings, signs, posts, rip-rap, fences, bushes, trees, etc.) within or along the edge of the mowing areas shall be trimmed around at the same time the area is being mowed unless otherwise directed by the project personnel.

Raking of heavy grass cuttings shall be done as necessary or as directed by the project personnel.

All transportable items such as picnic tables etc. shall be moved by the mowing operator to accomplish proper mowing.

Blown grass cuttings shall be directed away from areas indicated by project personnel (i.e., gardens, driveways, ornamental area, buildings, vehicles, beaches, etc.) any grass clippings left on these areas after mowing shall be removed by raking, sweeping or blowing, or as directed by project personnel. A preferred method in these areas would be to use a mulcher/mower or an attached bagger.

Litter (i.e., paper, cans, bottles, etc.) shall not be run over by the mower, but shall be placed in a proper litter receptacle.

Mowing and trimming shall be scheduled so as to least interfere with visitors to the area. There shall not be mowing on weekends, holidays, or hours other than between 8:00 a.m. to 5:00 p.m. without authorization of project personnel.

Mowing at Stoughton Pond near or adjacent to the buildings, parking area and beach shall be accomplished during times when there is little or no public visitation in the area. Mowing shall be suspended when dust, noise, or presence of mower becomes a nuisance or hazard to visitors or other persons as determined by operator or project personnel.

At the discretion of project personnel, there may be weeks when the grass does not need mowing. In this event, the contractor may be required to skip these weeks and possibly make them up at the end of the season.

Property or materials (including turf) damaged or destroyed by the contractor or his employees in the process of contract accomplishment shall be restored or replaced to the satisfaction of project personnel at no cost to the Government.

Mowing of steep banks shall be done with equipment that does not damage turf due to sliding, rutting etc. If banks begin to develop ruts or other damage occurs the Project manager may direct contractor to use more appropriate equipment so as to not cause further damage, or may suspend mowing in those areas and deduct the appropriate amount from the total bill.

Mowing and trimming shall only be accomplished when grass is dry.

The Contractor shall furnish the Project Manager with a monthly invoice, stating the amount of services completed during the month. Payment shall be made monthly, for the actual services performed, at the applicable contract unit price.

All items lost, forgotten, or abandoned, and found by the Contractor or his representatives in the recreation area are to be turned over to the project personnel for proper disposition.

9. Special Provisions

a. To assure responsiveness, pride in and "ownership of" work, the "prime" contractor must live within reasonable travel distance of this project as determined by the Contracting Officer Representative Accepting Authority.

b. Failure to keep appointments, provide promised information, acceptably coordinate necessary schedule adjustments, or to mislead or deceive the Contracting Officer Representative Accepting Authority in any way, as determined by himself, is grounds for contract termination.

c. Prospective contractors shall visit the work site and base quotations for job completion on personal observations and estimates of their needs to satisfactorily complete the jobs. This visit is to be coordinated in advance with the Project Manager and proof of its occurrence provided by the contractor to the Project Manager for documentation. Arrangements to visit the are can be made by contacting the Project Manager at 802-886-2775.

d. Prospective contractors are subject to a responsibility check and negative findings may be grounds for bid dismissal.

e. Should the bidder choose to subcontract any of the services to be provided, he shall indicate and state the name and the service to be performed by the proposed subcontractor on the bid form.

## **B. DESCRIPTION OF SERVICES**

### Item 1. Mowing and Trimming of Fine Lawns

#### 1. **Area**

- a. **Area 1** (North Springfield Dam area). Mow and trim approximately three (3) acres of grass (see map attached) to a height of 2 ½" once weekly for a period of 25 weeks from on or about 11 May 05 to 31 October 05 or as directed by the Project Manager (see paragraph 4).
- b. **Area 1.a.** Mow approximately 11/2 acres of grass (both sides of dikeline) to above mentioned specifications from 15 July, 05 to 31 October, 05.
- c. **Area 2.** (Upper Connecticut River Basin Office area). Mow and trim approximately one half (1/2) acre of grass (see attached map) to a height of 2 ½" once weekly for a period of 25 weeks from on or about 11 May, 05 to 31 October, 05 or as directed by the Project Manager. (see paragraph 4).
- d. **Area 3 (Stoughton Pond).** Mow and trim approximately two (2) acres of grass (see attached map) to a height of 2 ½ " once weekly for a period of 25 weeks beginning approximately 11 May, 05 to 31 October, 05.
- e. **Area 4 (Stoughton Pond entrance and parking lot banks).** Mow and trim approximately one (1) acre of grass to a height of 3" twice monthly for a period of 4 months beginning approximately 1 June, 05 to 1 October, 05.

#### 2. **Mowing Quality.**

- a. Mowing in all areas shall be accomplished in a manner that will prevent tearing up or scalping of the turf. Each pass of the mower shall overlap the previous pass so that no strips of uncut vegetation will result. Contractor will alternate mowing patterns or direction on a weekly basis. Mowing shall not be performed when the grass is wet or during period of heavy visitation. At the option of the Project Manager, raking and removal of grass clipping may be required when leaving the clippings will cause damage to turf.
- b. Prior to mowing, Contractor shall remove from lawn all rocks, broken limbs, litter, or debris that are likely to damage equipment, be thrown by the mower, or leave an unsightly appearance after mowing. After mowing is completed, the contractor shall remove all vegetation and debris from paved walkways and parking areas that were deposited as the result of mowing operations.

#### 3. **Equipment.**

Tractor-type or industrial walk-behind mowers shall be used where practical. Turf tires must be on all mowing equipment used on fine lawn areas. Equipment shall be properly sized to prevent scalping of turf in uneven lawn areas. Hand mowing is required in all areas not accessible to larger equipment. All blades on mowing equipment will be sharpened on a regular basis to prevent irregular cutting patterns and tearing of the grass. All guards and safety equipment installed by the manufacturer will be kept in place and operational. Contractor will have available sufficient mowing equipment and personnel to insure all areas are mowed within allowable time frames. In all cases, method of mowing and equipment shall have prior approval of the Project Manager.

4. **Mowing Schedule.**

Grass will normally be mowed on Wednesday, Thursday, or Friday each week. At the discretion of the Project Manager, there may be weeks when the grass does not need mowing. In this event, Contractor may be required to skip these weeks. Skipped weeks may be made up at the end of the season as required by the Project Manager. There will be no mowing on Saturdays, Sundays, and holidays except as required by unusual conditions and with prior approval by Project Manager. Any work not completed by the end of Friday of each week will be prorated and an appropriate deduction will be made in payment. Mowing schedule will be approved in advance by project personnel. This area includes the Upper Connecticut River Basin Office building site not shown on drawing (approximately 1 acre).

5. **Hand Mowing and Trimming.**

a. Grass and weeds around all designated obstacles and in all areas inaccessible to larger equipment will be cut to a height of approximately 2-1/2" on each mowing cycle. These areas include, but are not limited to, rip rap, curbing, buildings, wheel stops, boulders, chain link fencing, sign posts, ditches, picnic tables, fireplaces, garbage cans, trees, etc.

b. The use of gas-powered or electrical string trimmer will be permitted around shrubbery or around trees. Shrubs or trees damaged, by the contractor will be replaced by the Contractor at his own expense with equivalent sizes and species.















## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-OCT-2005	25	N/A FOB: Destination	
0002	31-OCT-2005	18	N/A FOB: Destination	
0003	31-OCT-2005	25	N/A FOB: Destination	
0004	31-OCT-2005	25	N/A FOB: Destination	
0005	31-OCT-2005	13	N/A FOB: Destination	

Section G - Contract Administration Data

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.232-23	Assignment Of Claims	JAN 1986
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the

offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730 (insert NAICS code).

(2) The small business size standard is \$6,000,000  
(insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

#### 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are

calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the

reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsitehill.af.mil>

(End of provision)

## 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the

necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### WAGE DETERMINATION

94-2537 VT, STATEWIDE

WAGE DETERMINATION NO: 94-2537 REV (27) AREA: VT, STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2538

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross Division of  
Director Wage Determinations

Wage Determination No.: 1994-2537  
Revision No.: 27  
Date Of Revision: 03/01/2005

—  
State: Vermont  
Area: Vermont Statewide  
—

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

10.34

01012 - Accounting Clerk II

12.41

01013 - Accounting Clerk III

14.26

01014 - Accounting Clerk IV

17.33

01030 - Court Reporter

13.92

01050 - Dispatcher, Motor Vehicle

15.37

01060 - Document Preparation Clerk

11.10

01070 - Messenger (Courier)

9.78

01090 - Duplicating Machine Operator

11.10

01110 - Film/Tape Librarian

10.44

01115 - General Clerk I

10.42

01116 - General Clerk II

14.54

01117 - General Clerk III

17.21

01118 - General Clerk IV

19.27

01120 - Housing Referral Assistant

14.73

01131 - Key Entry Operator I

10.63

01132 - Key Entry Operator II

12.84

01191 - Order Clerk I

11.93

01192 - Order Clerk II

13.93

01261 - Personnel Assistant (Employment) I

12.02

01262 - Personnel Assistant (Employment) II

13.51

01263 - Personnel Assistant (Employment) III

14.81

01264 - Personnel Assistant (Employment) IV

16.82

01270 - Production Control Clerk

17.48

01290 - Rental Clerk

10.65

01300 - Scheduler, Maintenance  
11.81  
01311 - Secretary I  
11.81  
01312 - Secretary II  
13.11  
01313 - Secretary III  
14.73  
01314 - Secretary IV  
17.55  
01315 - Secretary V  
18.15  
01320 - Service Order Dispatcher  
13.98  
01341 - Stenographer I  
11.50  
01342 - Stenographer II  
12.82  
01400 - Supply Technician  
17.55  
01420 - Survey Worker (Interviewer)  
11.50  
01460 - Switchboard Operator-Receptionist  
10.65  
01510 - Test Examiner  
13.11  
01520 - Test Proctor  
13.11  
01531 - Travel Clerk I  
10.67  
01532 - Travel Clerk II  
11.83  
01533 - Travel Clerk III  
13.12  
01611 - Word Processor I  
10.72  
01612 - Word Processor II  
12.04  
01613 - Word Processor III  
13.48  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
12.86  
03041 - Computer Operator I  
12.86  
03042 - Computer Operator II  
16.57  
03043 - Computer Operator III  
19.35  
03044 - Computer Operator IV  
22.75  
03045 - Computer Operator V  
26.06

03071 - Computer Programmer I (1)  
17.72  
03072 - Computer Programmer II (1)  
21.99  
03073 - Computer Programmer III (1)  
26.80  
03074 - Computer Programmer IV (1)  
27.62  
03101 - Computer Systems Analyst I (1)  
26.39  
03102 - Computer Systems Analyst II (1)  
27.62  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
12.86  
05000 - Automotive Service Occupations  
05005 - Automotive Body Repairer, Fiberglass  
16.55  
05010 - Automotive Glass Installer  
13.80  
05040 - Automotive Worker  
13.80  
05070 - Electrician, Automotive  
14.40  
05100 - Mobile Equipment Servicer  
12.75  
05130 - Motor Equipment Metal Mechanic  
15.00  
05160 - Motor Equipment Metal Worker  
13.80  
05190 - Motor Vehicle Mechanic  
15.00  
05220 - Motor Vehicle Mechanic Helper  
12.15  
05250 - Motor Vehicle Upholstery Worker  
13.35  
05280 - Motor Vehicle Wrecker  
13.80  
05310 - Painter, Automotive  
14.40  
05340 - Radiator Repair Specialist  
13.80  
05370 - Tire Repairer  
12.32  
05400 - Transmission Repair Specialist  
15.00  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
8.79  
07010 - Baker  
11.35

07041 - Cook I  
9.90  
07042 - Cook II  
10.72  
07070 - Dishwasher  
8.79  
07130 - Meat Cutter  
16.94  
07250 - Waiter/Waitress  
9.18  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
14.40  
09040 - Furniture Handler  
11.32  
09070 - Furniture Refinisher  
14.40  
09100 - Furniture Refinisher Helper  
12.15  
09110 - Furniture Repairer, Minor  
13.35  
09130 - Upholsterer  
14.91  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
10.34  
11060 - Elevator Operator  
10.12  
11090 - Gardener  
12.67  
11121 - House Keeping Aid I  
9.21  
11122 - House Keeping Aid II  
11.00  
11150 - Janitor  
10.12  
11210 - Laborer, Grounds Maintenance  
10.76  
11240 - Maid or Houseman  
9.21  
11270 - Pest Controller  
12.79  
11300 - Refuse Collector  
10.87  
11330 - Tractor Operator  
12.04  
11360 - Window Cleaner  
10.77  
12000 - Health Occupations  
12020 - Dental Assistant  
14.70  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
11.34

12071 - Licensed Practical Nurse I  
11.79  
12072 - Licensed Practical Nurse II  
13.23  
12073 - Licensed Practical Nurse III  
15.32  
12100 - Medical Assistant  
13.54  
12130 - Medical Laboratory Technician  
14.75  
12160 - Medical Record Clerk  
11.72  
12190 - Medical Record Technician  
15.34  
12221 - Nursing Assistant I  
10.21  
12222 - Nursing Assistant II  
10.69  
12223 - Nursing Assistant III  
11.71  
12224 - Nursing Assistant IV  
13.16  
12250 - Pharmacy Technician  
11.63  
12280 - Phlebotomist  
12.93  
12311 - Registered Nurse I  
18.49  
12312 - Registered Nurse II  
22.62  
12313 - Registered Nurse II, Specialist  
22.62  
12314 - Registered Nurse III  
27.37  
12315 - Registered Nurse III, Anesthetist  
27.37  
12316 - Registered Nurse IV  
32.30  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
16.60  
13011 - Exhibits Specialist I  
17.25  
13012 - Exhibits Specialist II  
18.65  
13013 - Exhibits Specialist III  
22.83  
13041 - Illustrator I  
16.47  
13042 - Illustrator II  
17.74  
13043 - Illustrator III  
21.65

13047 - Librarian  
20.66  
13050 - Library Technician  
11.50  
13071 - Photographer I  
15.22  
13072 - Photographer II  
17.80  
13073 - Photographer III  
23.43  
13074 - Photographer IV  
27.49  
13075 - Photographer V  
38.41  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
8.61  
15030 - Counter Attendant  
8.61  
15040 - Dry Cleaner  
12.71  
15070 - Finisher, Flatwork, Machine  
8.61  
15090 - Presser, Hand  
8.61  
15100 - Presser, Machine, Drycleaning  
8.61  
15130 - Presser, Machine, Shirts  
8.61  
15160 - Presser, Machine, Wearing Apparel, Laundry  
8.61  
15190 - Sewing Machine Operator  
10.81  
15220 - Tailor  
11.36  
15250 - Washer, Machine  
9.18  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
14.40  
19040 - Tool and Die Maker  
20.00  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
15.79  
21020 - Material Coordinator  
17.45  
21030 - Material Expediter  
17.45  
21040 - Material Handling Laborer  
10.82  
21050 - Order Filler  
11.38

21071 - Forklift Operator  
14.05  
21080 - Production Line Worker (Food Processing)  
13.31  
21100 - Shipping/Receiving Clerk  
11.93  
21130 - Shipping Packer  
11.93  
21140 - Store Worker I  
10.49  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
13.63  
21210 - Tools and Parts Attendant  
14.05  
21400 - Warehouse Specialist  
14.05  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
19.37  
23040 - Aircraft Mechanic Helper  
15.70  
23050 - Aircraft Quality Control Inspector  
22.13  
23060 - Aircraft Servicer  
17.26  
23070 - Aircraft Worker  
17.84  
23100 - Appliance Mechanic  
15.84  
23120 - Bicycle Repairer  
12.32  
23125 - Cable Splicer  
23.64  
23130 - Carpenter, Maintenance  
15.65  
23140 - Carpet Layer  
15.88  
23160 - Electrician, Maintenance  
17.09  
23181 - Electronics Technician, Maintenance I  
18.93  
23182 - Electronics Technician, Maintenance II  
23.39  
23183 - Electronics Technician, Maintenance III  
25.41  
23260 - Fabric Worker  
14.69  
23290 - Fire Alarm System Mechanic  
17.52  
23310 - Fire Extinguisher Repairer  
15.41  
23340 - Fuel Distribution System Mechanic  
18.58

23370 - General Maintenance Worker  
14.14  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
16.48  
23430 - Heavy Equipment Mechanic  
16.46  
23440 - Heavy Equipment Operator  
16.54  
23460 - Instrument Mechanic  
18.10  
23470 - Laborer  
11.55  
23500 - Locksmith  
15.97  
23530 - Machinery Maintenance Mechanic  
18.41  
23550 - Machinist, Maintenance  
15.95  
23580 - Maintenance Trades Helper  
12.15  
23640 - Millwright  
20.48  
23700 - Office Appliance Repairer  
15.97  
23740 - Painter, Aircraft  
15.97  
23760 - Painter, Maintenance  
14.40  
23790 - Pipefitter, Maintenance  
17.54  
23800 - Plumber, Maintenance  
16.80  
23820 - Pneudraulic Systems Mechanic  
17.10  
23850 - Rigger  
17.10  
23870 - Scale Mechanic  
16.97  
23890 - Sheet-Metal Worker, Maintenance  
16.03  
23910 - Small Engine Mechanic  
13.80  
23930 - Telecommunication Mechanic I  
18.22  
23931 - Telecommunication Mechanic II  
21.04  
23950 - Telephone Lineman  
17.10  
23960 - Welder, Combination, Maintenance  
15.00  
23965 - Well Driller  
15.00

23970 - Woodcraft Worker  
17.10  
23980 - Woodworker  
12.75  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
10.46  
24580 - Child Care Center Clerk  
13.30  
24600 - Chore Aid  
8.80  
24630 - Homemaker  
14.78  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
16.56  
25040 - Sewage Plant Operator  
16.61  
25070 - Stationary Engineer  
16.57  
25190 - Ventilation Equipment Tender  
14.39  
25210 - Water Treatment Plant Operator  
16.61  
27000 - Protective Service Occupations  
(not set) - Police Officer  
20.49  
27004 - Alarm Monitor  
14.72  
27006 - Corrections Officer  
17.69  
27010 - Court Security Officer  
18.18  
27040 - Detention Officer  
17.69  
27070 - Firefighter  
16.38  
27101 - Guard I  
11.09  
27102 - Guard II  
13.54  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
15.68  
28020 - Hatch Tender  
15.68  
28030 - Line Handler  
15.68  
28040 - Stevedore I  
13.46  
28050 - Stevedore II  
16.76  
29000 - Technical Occupations

21150 - Graphic Artist  
17.52  
29010 - Air Traffic Control Specialist, Center (2)  
31.49  
29011 - Air Traffic Control Specialist, Station (2)  
21.71  
29012 - Air Traffic Control Specialist, Terminal (2)  
23.92  
29023 - Archeological Technician I  
14.87  
29024 - Archeological Technician II  
16.72  
29025 - Archeological Technician III  
20.66  
29030 - Cartographic Technician  
22.94  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
26.39  
29040 - Civil Engineering Technician  
20.42  
29061 - Drafter I  
12.27  
29062 - Drafter II  
15.48  
29063 - Drafter III  
20.18  
29064 - Drafter IV  
22.94  
29081 - Engineering Technician I  
13.22  
29082 - Engineering Technician II  
16.58  
29083 - Engineering Technician III  
18.63  
29084 - Engineering Technician IV  
23.01  
29085 - Engineering Technician V  
28.14  
29086 - Engineering Technician VI  
34.10  
29090 - Environmental Technician  
17.06  
29100 - Flight Simulator/Instructor (Pilot)  
27.62  
29160 - Instructor  
24.27  
29210 - Laboratory Technician  
16.95  
29240 - Mathematical Technician  
22.94  
29361 - Paralegal/Legal Assistant I  
15.71

29362 - Paralegal/Legal Assistant II  
21.50  
29363 - Paralegal/Legal Assistant III  
26.31  
29364 - Paralegal/Legal Assistant IV  
31.84  
29390 - Photooptics Technician  
24.93  
29480 - Technical Writer  
24.73  
29491 - Unexploded Ordnance (UXO) Technician I  
20.02  
29492 - Unexploded Ordnance (UXO) Technician II  
24.22  
29493 - Unexploded Ordnance (UXO) Technician III  
29.03  
29494 - Unexploded (UXO) Safety Escort  
20.02  
29495 - Unexploded (UXO) Sweep Personnel  
20.02  
29620 - Weather Observer, Senior (3)  
16.48  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
14.72  
29622 - Weather Observer, Upper Air (3)  
14.72  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
11.94  
31260 - Parking and Lot Attendant  
10.17  
31290 - Shuttle Bus Driver  
12.09  
31300 - Taxi Driver  
10.50  
31361 - Truckdriver, Light Truck  
12.09  
31362 - Truckdriver, Medium Truck  
12.61  
31363 - Truckdriver, Heavy Truck  
15.31  
31364 - Truckdriver, Tractor-Trailer  
15.31  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
9.12  
99030 - Cashier  
8.57  
99041 - Carnival Equipment Operator  
11.99  
99042 - Carnival Equipment Repairer  
12.60

99043 - Carnival Worker  
 9.09  
 99050 - Desk Clerk  
 10.44  
 99095 - Embalmer  
 20.53  
 99300 - Lifeguard  
 10.52  
 99310 - Mortician  
 21.56  
 99350 - Park Attendant (Aide)  
 13.21  
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
 12.23  
 99500 - Recreation Specialist  
 14.44  
 99510 - Recycling Worker  
 13.54  
 99610 - Sales Clerk  
 11.53  
 99620 - School Crossing Guard (Crosswalk Attendant)  
 10.17  
 99630 - Sport Official  
 10.52  
 99658 - Survey Party Chief (Chief of Party)  
 15.58  
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
 14.16  
 99660 - Surveying Aide  
 10.33  
 99690 - Swimming Pool Operator  
 14.01  
 99720 - Vending Machine Attendant  
 12.31  
 99730 - Vending Machine Repairer  
 14.01  
 99740 - Vending Machine Repairer Helper  
 12.31

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 years.

Length

of service includes the whole span of continuous service with the present contractor

or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

